

**SERIAL 05116 S WELDING SERVICES (NIGP 93695)**

**DATE OF LAST REVISION: November 07, 2005 CONTRACT END DATE: November 30, 2008**

**CONTRACT PERIOD THROUGH NOVEMBER 30, 2008**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **WELDING SERVICES (NIGP 93695)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 10, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

CH/ks  
Attach

Copy to: Clerk of the Board  
Amie Bristol, MCSO Procurement  
Steve Varscak, Facilities Management  
Kathy Sicard, Materials Management

(Please remove Serial 00163-M from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BIDS FOR: **WELDING SERVICES [NIGP 93695]**

**1.0 INTENT:**

The intent of this Invitation For Bids is to establish a service contract for comprehensive welding services to be performed on-site or off-site at various Maricopa County facilities. The major user of this contract shall be the Maricopa County Sheriff's Office (MCSO), Food Services Division, for the purpose of repairing food service carts, cooling racks, bakery racks, stainless sinks, wash basins, and other types of metal-made equipment. Other County departments may use this contract for general welding services as needed.

**WITHOUT EXCEPTION, ANY AND ALL WELDING PERFORMED ON COUNTY BUILDINGS SHALL REQUIRE THE APPROVAL OF THE FACILITIES MANAGEMENT DEPARTMENT PRIOR TO INITIATION OF WORK.**

**2.0 TECHNICAL SPECIFICATIONS:**

**2.1 BASIC REQUIREMENTS:**

The Contractor shall supply all labor, supervision, materials, common expendables, tools, equipment, transportation, and all effort necessary required repairing food services carts, cooling racks, bakery racks, and other types of metal-made equipment on-site. Off-site repairs to such equipment shall require pre-approval of the County department. All equipment removed off site for repairs shall become the responsibility of the Contractor (See 2.11 DAMAGE TO COUNTY PROPERTY) while in his possession.

**2.2 CONTRACTOR'S SERVICE VEHICLE AND SHOP:**

2.2.1 The Contractor's service truck fleet shall carry sufficient supply of welding, supplies, tools, and equipment to perform routine welding services and repairs. The vehicle shall have the capability of fieldwork, inventoried with welding equipment, welding supplies, safety equipment, and other ancillary components. Proof of such must accompany the bid package. This requirement shall be verified after bid submittals and prior to award via the due diligence process of the Materials Management Department and the MCSO.

2.2.2 The service vehicle shall have the capability of creating its own energy source, as County sites do not receptacles to handle the load of a welding machine.

2.2.3 The Contractor shall have a local shop and/or warehouse in the Phoenix metropolitan area that stocks materials and equipment to keep their trucks supplied daily. Proof of such must accompany bid package.

**2.3 TYPES OF WELDING:**

The Contractor shall be experienced in Gas, ARC, TIG, and MIG welding procedures and have possession of such equipment. Proof of such must accompany bid package. All welding activities shall be performed outside of County buildings, with the exception of stationary equipment (sinks, basins, showers, etc.).

**2.4 SERVICE HOURS:**

*NORMAL BUSINESS HOURS* shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

*AFTER HOURS* shall be work performed after 6:00 PM and before 6:00 AM the next morning and Saturday work.

*SUNDAY & HOLIDAYS* shall be work performed during Sundays or during any County holiday.

2.5 RESPONSE TIMES:

Response time for all field service work during business hours shall be within six (6) hours on-site after Contractor receives request from the County department, with the exception of an emergency request that occurs during business hours, which shall be two (2) hours. *After Hours* and *Weekend/Holiday* request shall have a three (3) hour response time. The six hour response time shall carryover the next working day if called into Contractor's office after 12:00 Noon.

2.6 TRIP CHARGES:

Trip charges are not allowable.

2.7 FIELD WORK AND SHOP WORK:

2.7.1 Labor shall commence upon arrival at site and end upon completion of job task when work is performed at the site. If, upon inspection of job, work requires shop work, the Contractor shall be allowed a one (1) hour billable field labor rate (at normal business hours only) for pickup and one (1) hour billable field labor rate (at normal business hours only) for delivery, and shall not exceed these limits. ALL SHOP WORK SHALL BE PRE-APPROVED BY THE COUNTY DEPARTMENT. The pickup and delivery charges shall be separately denoted on the invoice.

2.7.2 All shop work shall be billed at NORMAL BUSINESS HOURS only. All labor rates are in Attachment A, PRICING, as bid.

2.7.3 Field work performed after hours or weekends/holidays shall be allowed a minimum two (2) hour labor rate.

2.7.4 A *laborer* (welder's helper) may be used to assist the welder during either field work or shop work, but must be pre-approved by the County Agency before such work begins. Upon completion of job and subsequent invoicing, the *laborer* charges shall be separately billed and a statement posted on the invoice such as "*LABORER CHARGES PRE-APPROVED BY (persons first and last name)*". Invoices that have no such pre-approval statement shall be short-paid less such charges.

2.8 DETENTION FACILITIES:

In detention facilities, service shall be made available to the County 365 days per year. All other facilities, the Contractor has the option to provide service during business hours only.

The Maricopa County Sheriff's Office (MCSO) does not allow a service contractor access into a Detention Facility to perform any type of service unless a background check has been completed. Exhibit 2, Detention Facilities Security Guidelines, explains all the necessary requirements of contractors performing work at such facilities. If it is anticipated a welding contractor who has staff visiting the site on a consistent basis, these forms will be completed by the person requesting facility access and the background check will be completed prior to approving access.

Once the form is filled out and submitted to the MCSO, the Contractor shall be notified if approved. If approved, a list of the approved names will be given to the Detention Facility where the work is to be performed. Only those listed shall be granted access.

For small jobs lasting only a few days or less, the Facilities Maintenance Officer at the facility will complete the background checks.

A pictured ID is required upon entry and must match the name on the approved access list.

**2.9 REQUIRED BACKGROUND CHECK OF CONTRACTOR EMPLOYEES:**

A background check will be a requirement for all employees of Contractor's staff providing services to the County (See also §2.8). This option shall allow the Contractor to access areas within the County such as detention facilities, court buildings, and other restricted areas. The cost of this service shall be incurred by the County.

**2.10 DISRUPTION TO OCCUPANTS:**

The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.

**2.11 DAMAGE TO COUNTY PROPERTY:**

The Contractor shall make necessary repairs in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor. This shall apply to equipment taken to Contractor's shop for repairs.

**2.12 REQUIRED LICENSES:**

The Contractor shall have a current valid commercial State of Arizona Registrar of Contractors welding license #L-56, or a dual license #K-56 for commercial and residential work. Proof of such must accompany bid package.

**2.13 PRIMARY SERVICE SITES:**

As the MCSO is the primary user of this service, below is a list of sites:

MCSO - Durango Jail/Warehouse/Bakery [1601]  
3225 W. Gibson Lane  
Phoenix, AZ

MCSO - Estrella Jail [1403]  
2939 W. Durango  
Phoenix, AZ

MCSO – Mesa Substation [2853]  
1810 S. Lewis  
Mesa, AZ

MCSO - Towers Jail [1612]  
3127 W. Gibson Lane  
Phoenix, AZ

Juvenile Detention [1704]  
3125 W. Durango  
Phoenix, AZ

MCSO - Madison Street Jail/Kitchen/Warehouse [3309]  
225 W. Madison Street  
Phoenix, Arizona

MCSO - Central Services [1962]  
3180 W. Lower Buckeye Road  
Phoenix, AZ

**MCSO – Lower Buckeye Jail [1961]**  
**3250 W. Lower Buckeye Rd.**  
**Phoenix, AZ**

**MCSO – Forth Avenue Jail [3316]**  
**201 S. 4<sup>th</sup> Ave.**  
**Phoenix, AZ**

Norte: Sites may be added or deleted to meet the requirements of the County

Brackets represent building site numbers.

2.14 UNSATISFACTORY WORK PERFORMANCE:

In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one (1) day to correct the work. Labor for all re-work will be at no cost to the County. Continued unsatisfactory work performance shall cause the Contractor to be placed in default of contract.

2.15 EMPLOYEES OF THE CONTRACTOR:

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

2.16 SUBCONTRACTING:

The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the contract serial number and identify the job project.

2.17 COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

2.17.1 All work must comply with OSHA and any local regulations in effect at each service occurrence.

2.17.2 It shall be the contractor's responsibility to ensure all Contractor's staff assigned to perform work at Maricopa County sites shall comply with all current Federal, State, Municipal rules and regulations. Contractor shall keep himself fully informed of current laws, ordinances, regulations, and requirements, whether expressed or implied, which in any manner affect the safety and wellbeing in the workplace of his staff, County employees, and County property, and shall comply with the same.

2.17.3 The ultimate goal shall be to assure the safety and health of workers by setting and enforcing standards providing training, outreach and education, and encouraging continual process improvement in workplace safety and health.

2.18 INVOICING:

After completion of services, the Contractor shall submit an invoice to the County Agency requesting the service. For all work requested by the MCSO, please submit to:

MCSO – Accounts Payable  
100 W. Washington St. #1875  
Phoenix, AZ 85003

All invoicing MUST include:

Purchase order number or P-card notation;  
Terms as bid;  
Contract serial number;  
Job site name and address, with building site number;  
Description of work performed;  
For time and materials:  
    Total labor hours  
    Labor rate as bid  
    Itemized parts (if any)  
    Tax on parts only  
Grand total of invoice

Invoices not having all the required information listed above shall be returned for correction.

2.19 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**3.0 SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Consumer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

**3.4 TAX:**

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

**3.5 INDEMNIFICATION AND INSURANCE:**

**3.5.1 Indemnification.**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

**3.5.2 Insurance Requirements.**

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

- 3.5.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

- 3.5.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.
- 3.5.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.



3.5.3 Certificates of Insurance.

3.5.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.3.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.5.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.5.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, Procurement Consultant, (602) 506-6476  
chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Amie Bristol, MCSO Procurement and Contract Administrator, (602) 876-3409  
Steve Varscsak, FMD, Contract Administrator (602) 506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.7 PRE-BID CONFERENCE:

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON OCTOBER 18, 2005, 9:00 A.M. MST, AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., 2<sup>ND</sup> FLOOR, PHOENIX, AZ 85003**

3.8 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.9 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.9.1 Compliance with specifications
- 3.9.2 Price
- 3.9.3 Determination of responsibility
- 3.9.4 Prior performance under a County contract.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.10 REQUIRED SUBMITTALS:

The following information shall be submitted as part of the Response. Failure to provide all the required submittals will cause the bid to be considered non-responsive:

3.10.1 Two copies of the following:

- 3.10.1.1 Attachment A - Pricing
- 3.10.1.2 Attachments B - Agreement Page (with original signatures)
- 3.10.1.3 Attachment C - References
- 3.10.1.4 Attachments E, F, G - M/WSBE Documents (if applicable)
- 3.10.1.5 Signed ADDENDUM Face Page of Solicitation (if applicable)
- 3.10.1.6 Copies of Licenses
- 3.10.1.7 Proof of fully equipped vehicle
- 3.10.1.8 Proof of local shop/warehouse
- 3.10.1.9 Proof of type of welding equipment owned
- 3.10.1.10 Any other Required Submittals

3.10.2 One copy of Attachment A – Pricing on a CD formatted in EXCEL

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents are to provide two (2) copies of ATTACHMENT A, B, C, (E, F and G, if applicable), any Required Submittals, and a signed ADDENDUM Face Page of the Solicitation (if applicable). ATTACHMENT B must bear original signatures. ATTACHMENT A (Pricing) must also be on a CD in an Excel format.** Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

**HERNANDEZ COMPANIES, INC., 3734 E ANNE ST, PHOENIX, AZ 85040**

**PRICING SHEET: S035802 / B0600767 / NIGP 93695**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

**1.0 PRICING:**

Per specifications, pricing for welding services.

Labor rate to include: 1-welder technician, 1-fully equipped truck, and common expendables (See Section 2.1)

Labor, during business hours:

1.1 Field repairs \$ 42.00 /per hr.

1.2 Shop repairs: \$ 42.00 /per hr.

1.3 Laborer: \$ 25.00 /per hr.

Labor, after business hours:

(2-hour minimum for welder only)

1.4 Field repair: \$ 55.00 /per hr.

1.6 Laborer: \$ 33.00 /per hr.

Labor, weekend and holiday hours:

(2-hour minimum for welder only)

1.7 Field repair: \$ 55.00 /per hr.

1.9 Laborer: \$ 33.00 /per hr.

Other:

1.10 Services outside the scope of contract: \$ 42.00 /per hr.

1.11 Parts, cost plus: 15% (insert percentage over cost)

Terms: 2% 10 Net 30

Vendor Number: W000001590 X

Telephone Number: 602-438-7825

Fax Number: 602-438-6558

Contact Person: Denise Hernandez

E-mail Address: [info@hernandezcompanies.com](mailto:info@hernandezcompanies.com)

Company Web Site: [www.hernandezcompanies.com](http://www.hernandezcompanies.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2008.**